

BILL NO. S-89-12- 47

SPECIAL ORDINANCE NO. S-06-90

AN ORDINANCE approving Contract FOR  
RES. 6137-89 between WEIKEL LINE  
COMPANY, INC. and the City of Fort  
Wayne, Indiana, in connection with the  
Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract FOR RES. 6137-89 by and between WEIKEL LINE COMPANY, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects, respectfully for:

the improvement and restoration of various street cuts made by the Water Construction Maintenance Department to its original and aesthetic quality;

involving a total cost of Twenty-Three Thousand Seven Hundred Fifty-Seven and 60/100 Dollars (\$23,757.60).

SECTION 2. Prior Approval has been requested from Common Council on December 6, 1989. Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

J. Timothy McCaulay  
J. Timothy McCaulay, City Attorney

	QUAD	PERMIT	LOCATION	CUT SIZE	TYPE	J
1	S/W	25868	1910 HALE @ BROOKLYNN	11 X 19	CURBFACE WALK	~
2	S/W	25619	2616 LWR.HTNG. @ OLD TRL.	1-EACH	CASTING ADJ.	~
3	S/W	25619	2616 LWR.HTNG. @ OLD TRL.	10 X 16 + 2-5'FL.	COMM.DR.8"	~
4	S/W	25619	2616 LWR.HTNG. @ OLD TRL.	160 L.F.	CURB REMOVAL	~
5	S/W	25619	2616 LWR.HTNG. @ OLD TRL.	2-EACH	CURB-BOX ADJ.	~
6	S/W	25319	2616 LWR.HTNG. @ OLD TRL.	2-EACH	FERNCO105644	~
7	S/W	25619	2616 LWR.HTNG. @ OLD TRL.	10 X 160	CURBFACE WK6"	~
8	S/W	23731	3206 SANDHILL	8 X 13 W/4'FL.	DR.APP.6"	~
9	S/W	20936	1314 SWINNEY	11 X 14	BRICK	5
10	S/W	20936	1314 SWINNEY	7 L.F.	CURB III	~
11	S/W	22165	1423 WALL ST	7 X 8 + 13 X 15	BRICK	13
12	S/W	24145	700 WILT ST	10 X 12	BRICK	9
13	S/W	26107	1330 ZOLLARS AVE.	4 X 5	SIDEWALK 4"	~
14	S/E	20803	819 CANAL ST.	5 X 10	SIDEWALK 4"	~
15	S/E	20803	819 CANAL ST.	1-EACH	CURB-BOX ADJ.	~
16	S/E	20803	819 CANAL ST.	1-EACH	FERNCO105644	~
17	S/E	23910	ABBOTT S.OF PAULDING	25 L.F.	CURB II-A	~
18	S/E	23910	ABBOTT S.OF PAULDING	13.5 X 26	ST.PAVMT 9"	5
19	S/E	23910	ABBOTT S.OF PAULDING	6 X 26 (2)	ST.PAVMT 9"	1
20	S/E	23910	ABBOTT S.OF PAULDING	11 X 19.8	ST.PAVMT 9"	8

CONTRACT NO. 6137-89BOARD ORDER NO. 123-89WORK ORDER NO. 10,814

THIS CONTRACT made and entered into in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between THE WEIKEL LINE CO.

\_\_\_\_\_, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

#### ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

RES. NO. 6137-89 WATER CONSTRUCTION MAINTENANCE STREET CUTS-PACKAGE XIV(89)

all according to RES. NO. 6137-89, Drawing No. \_\_\_\_\_, Sheets \_\_\_\_\_, and do everything required by this contract and the other documents constituting a part hereof.

#### ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$ 23,757.60. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

#### ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department

of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

#### ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

#### ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

#### ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-

tion of construction or upon request of the Office of Compliance.

#### ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

#### ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 6137-89.
- b. Instructions to Bidders for Contract No. 6137-89.
- c. Contractor's Proposal Dated 11/8/89.
- d. Ft. Wayne Engr. Dept. Drawing # \_\_\_\_\_.
- e. Supplemental Specifications for Contract No. 6137-89.
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Minority/Female Employment Hourly Utilization.
- l. Right-of-Way Cut Permit.
- m. Comprehensive Liability Insurance Coverage.
- n. MBE/WBE Commitment Form.
- o. \_\_\_\_\_.
- p. \_\_\_\_\_.

#### ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

#### ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

## ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

## ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within 12/31/89 (Weather Permitting) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

## ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

## ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

BY: WeiKet Line Co Inc

Donald J. L., President  
Don WeiKet

BY: WeiKet Line Co Inc

Carol Glassley, Secretary

PERFORMANCE AND GUARANTEE BOND

WHEREAS, the Principal did on the 29th day of November, 1989,  
enter into a contract with the City of Fort Wayne to construct

## Water construction maintenance street cut package #14

at a cost of \$ 23,757.60, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect

THE WEIKEL LINE COMPANY, INC.

(Contractor)

BY: El W. Weikel  
ITS: V. Pres

ATTEST:

El. Weikel  
End

(Title)

UNITED PACIFIC INSURANCE COMPANY

Surety

BY: Donald R. Rush  
Authorized Agent  
(Attorney-in-Fact) Donald R. Rush

\*If signed by an agent, power of attorney must be attached

Admn. Appr.

TITLE OF ORDINANCE Contract for Res. 6137-89, Water Const. Main. St. Cuts, Pkg. XIV

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE The contract for Res. 6137-89, Water Const. Main. Street Cuts

Pkg. XIV, is for the improvement and restoration of various street cuts made by the Water Construction Maintenance Department to its original and aesthetic quality. (See attached list for the locations) The Weikel Line Co., is the contractor.

PRIOR APPROVAL RECEIVED ON 12/6/89

8-89-12-47

EFFECT OF PASSAGE Improved street conditions as per the attached locations.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$23,757.60

ASSIGNED TO COMMITTEE

BILL NO. S89-12-47

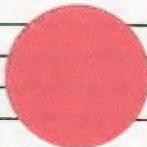
REPORT OF THE COMMITTEE ON PUBLIC WORKS

MARK E. GIAQUINTA, CHAIRMAN  
CLETUS R. EDMONDS, VICE CHAIRMAN  
HENRY, SCHMIDT, TALARICO

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract for  
RES. 6137-89 between WEIKEL LINE COMPANY, INC. and the City  
of Fort Wayne, Indiana, in connection with the Board of Public  
Works and Safety

\_\_\_\_\_  
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HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (RESOLUTION) \_\_\_\_\_

DO PASS

Mark E. GiaQuinta

DO NOT PASS

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ABSTAIN

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NO REC

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Cletus R. Edmonds

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D. Schmidt

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DATED: 1-9-90.

Sandra E. Kennedy  
City Clerk

Read the first time in full and on motion by Talarico,  
seconded by Long, and duly adopted, read the second time by  
title and referred to the Committee on Public Works (and the  
City Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Conference Room 128, City-County Building,  
Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day  
of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M., E.S.T.

DATED: 12-26-89

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Gia Quinta,  
seconded by Talarico, and duly adopted, placed on its  
passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>			<u>1</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>				<u>✓</u>
<u>TALARICO</u>	<u>✓</u>			

DATED: 1-9-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 506-90  
on the 9th day of January, 1990.

ATTEST

SEAL

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Charles S. Reed  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 10th day of January, 1990,  
at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 19th day of January,  
1990, at the hour of 3:45 o'clock P.M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR